

DBD Employment Requirements and Restrictions - Conflict of Interest

Board Policy Manual Contents	<p>An employee shall not accept or solicit any gift, favor, service, or other benefit that could reasonably be construed to influence the employee's discharge of assigned duties and responsibilities.</p>
Section D Personnel	<p>An employee shall not have a personal financial interest, a business interest, or any other obligation that in any way creates a substantial conflict with the proper discharge of assigned duties and responsibilities or that creates a conflict with the best interest of the College.</p>
DAA Equal Opportunity Employment	<p>An employee who believes he or she has or may have conflict of interest shall disclose the interest to the College President or designee, who shall take whatever action is necessary, if any, to ensure that the College's best interests are protected.</p>
DBA Credentials and Records	
DBB Physical Examinations and Communicable Diseases	
DBBA Drug/Alcohol Screening	
DBD Conflict of Interest	<p>Intellectual Property Rights</p> <p>Amarillo College is committed to the expansion of knowledge and recognizes inventions, discoveries, technologies, processes, methods, computer software, literary works, instructional materials, publications, literature, art, dramatic and musical works, and all audio visual materials including video, film, photographs, and audio programs as intellectual property. Trade secrets are a form of intellectual property and are proprietary information defined as any information, whether or not copyrightable or patentable, that is not generally known or accessible and that gives competitive advantage to its owner.</p>
DBE Nepotism	<p>It is not intended that any intellectual property be excluded from this definition, including but not limited to a definition of trade secrets as contained herein. All employees are free to publish and invent, and are subject to the terms hereof to benefit from publishing or invention. The College intends to make the benefits of this property available to the public at the earliest possible time, while balancing the equitable rights of the author or inventor, any sponsor, and the College.</p>
DBF Noncollege Employment	<p>Employees, however, are not to allow their writing or inventing to interfere with the regular assigned duties unless prior arrangements are made.</p>
DC Hiring Practices	<p>Disclosure of intent to publish or invent shall be made in writing to the appropriate Executive Committee member for the area in which the development occurs prior to beginning the work. The disclosure shall stipulate any anticipated use of College funds, facilities, equipment, or time so that a written agreement as hereinafter described may be executed. The disclosure shall be distributed to the Executive Committee for review. The responsible Executive Committee member shall respond in writing as to the intentions of the College within ten working days of the disclosure. The College requires that disclosure statements be updated periodically.</p>
DD Employment	<p>The intellectual property policy of Amarillo College seeks to protect and promote the traditional freedom of the College, employees and students in matters involving intellectual property and trade secrets; seeks to balance fairly and</p>
DDA Tenure	
DEA Salaries	
DEB Fringe Benefits	
DEC Leaves and Absences	
DED Vacations and Holidays	
DF Retirement Programs	
DGA Rights of Association and Participation	
DGBA Employee Complaints	
DH Employee Standards of Conduct	

DI Assignments and Schedules	reasonably the equitable rights of authors, inventors, sponsors, and the College; and attempts to ensure that any intellectual property in which the College has an equity interest is utilized in a manner consistent with the public interest. Copyright and patent ownership and the rights thereof are terms defined by federal law; the College believes that its intellectual property policy objectives will best be attained within the context of the federal law by defining the equities of ownership in terms of the following categories:
DJ Work Load	
DK Professional Development	
DL Status of Employment	
DMA Resignation	
DMB Reduction in Force - Nontenured Employees	<p>Independent Works</p> <p>Intellectual property shall be owned entirely by the employee if such material is conceived and developed independent of time and facilities belonging to the College.</p>
DMBA Reduction in Force - Tenured Faculty	<p>College Supported Works</p> <p>The College recognizes the benefits of having employees publish or produce works within the definition of intellectual property with appropriate acknowledgments made to the College. If the work is produced by a College employee in the course of the employee's employment with the College as illustrated by, but not limited to, the use of facilities, time, or resources of the College including, but not limited to, release time, grant money, developmental leave, or other material or financial assistance by the College, the College owns all rights to the work and shall pay for the cost of filing a patent and/or copyright subject to its right of reimbursement as set out herein. Upon disclosure as stated herein, a written agreement shall be entered into between the employee and the College that stipulates the management of the work, sharing of royalties, and the conditions under which the College may relinquish ownership of the copyright or patent. The College may recover any and all of its costs through the sale, licensing, leasing, or use of such copyrightable or patentable material before any division of royalties will be made as designated in the written agreement.</p> <p>The agreement shall further provide that the College will have a perpetual license to use the work without further compensation.</p>
DMC Dismissal	<p>Joint Works</p> <p>If the research and development work for a College invention is supported jointly by the College and a third party or parties, or solely by a third party or parties, the ownership of the invention is determined by the terms of the written agreement between the College and a third party.</p> <p>If the written agreement between the College and a third party does not address the subject of ownership, the College may enter into a written agreement with the third party covering the ownership, licensing, use of the inventions, and the division of the equities among the parties.</p>
	<p>Trade Secrets</p> <p>Trade secrets as defined above are owned by the College.</p>